

This page is a reference page used to track documents internally for the Division of Oil, Gas and Mining

Mine Permit Number 51023/0099 Mine Name Maynard Topaz Mine
Operator Colorado Calumet Company Date Sent Jan 8 2014
TO _____ FROM _____

☐ CONFIDENTIAL ☒ BOND CLOSURE ☐ LARGE MAPS ☐ EXPANDABLE
☐ MULTIPUL DOCUMENT TRACKING SHEET ☐ NEW APPROVED NOI
☐ AMENDMENT ☐ OTHER _____

Description

YEAR-Record Number

☐ NOI ☐ Incoming ☒ Outgoing ☐ Internal ☐ Superceded
Notice of File Closure & Release of Reclamation Surety
2014-0108 2014

☐ NOI ☐ Incoming ☐ Outgoing ☒ Internal ☐ Superceded
Bond File 2014-0108 2014

CONFIDENTIAL

☐ NOI ☐ Incoming ☐ Outgoing ☒ Internal ☐ Superceded
Bond File 2014-0108 2014

☐ NOI ☐ Incoming ☐ Outgoing ☐ Internal ☐ Superceded

☐ TEXT/ 8 1/2 X 11 MAP PAGES ☐ 11 X 17 MAPS ☐ LARGE MAP

COMMENTS: _____

CC: _____

50230099

Account Number: [REDACTED]
Account Name: OGM - Colorado Calumet Company Inc.
Tran #: 19333077
Admin Name: Raylyn Daniel - UST 801-844-8523
Date: 12/31/2013

110052342

This check constitutes payment of the following:

Escrow Disbursements
final release of acct # [REDACTED]

Paid For:

Amount: **\$4,256.76**

110052342

Payee:

Colorado Calumet Co. Inc
c/o UST
350 N State Street, Ste 180
PO Box 142315
Salt Lake City UT 84114-2315

HARLAND CLARKE M17873 13151481

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

OFFICIAL CHECK

110052342

Zions First National Bank
Salt Lake City, Utah
801-844-7089

OGM - Colorado Calumet Company Inc.

Trust Account [REDACTED]

12/31/2013

\$4,256.76*

Four Thousand Two Hundred Fifty Six Dollars & 76/100

Pay to the Order Of:

Colorado Calumet Co. Inc
c/o UST
350 N State Street, Ste 180
PO Box 142315
Salt Lake City UT 84114-2315



Security Features Included. Details on Back.



GARY R. HERBERT
Governor

GREGORY S. BELL
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

October 26, 2011

Certified Return Receipt
7009 3410 0001 4203 2437

Bryan Lee
Colorado Calumet Company
P.O. Box 1169
Golden, Colorado 80402

Subject: Surety Release Check Enclosed, Colorado Calumet Company, Maynard Topaz Mine, S/023/0099, Juab County, Utah

Dear Mr. Lee:

Please find enclosed with this letter a check in the amount of \$11,400.00. This check is for a partial release of the surety for the Maynard Topaz Mine, S/023/0099. The Division has found backfilling and grading to be adequate. The remaining surety, \$4,000.00, is considered adequate to ensure completion of reclamation.

Thank you for your cooperation in completing this reclamation work.

Sincerely,

Paul B. Baker
Minerals Program Manager

PBB:whw:pb

Enclosure: Surety refund check

cc: Will Stokes, SITLA

P:\GROUPS\MINERALS\WP\M023-Juab\S0230099-MaynardTopaz\final\RELBond-4271-10242011.doc



50230099

110026290

Account Number:

Account Name: OGM - Colorado Calumet Company Inc.

Tran #: 17600343

Admin Name: Raylyn Daniel - UST 801-844-8523

Date: 10/12/2011

This check constitutes payment of the following:

Escrow Disbursements
partial release of acct #

Paid For:

Amount: \$11,400.00

110026290

Payee:

Colorado Calumet Co. Inc
c/o UST
350 N State Street Ste 180
PO Box 142315
Salt Lake City UT 84114-2315

HARLAND CLARKE M17873 11138941

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

OFFICIAL CHECK

110026290

Zions First National Bank
Salt Lake City, Utah
801-844-7089

OGM - Colorado Calumet Company Inc.

Trust Account

10/12/2011

\$11,400.00*

Eleven Thousand Four Hundred Dollars & 00/100

Pay to the Order Of:

Colorado Calumet Co. Inc
c/o UST
350 N State Street Ste 180
PO Box 142315
Salt Lake City UT 84114-2315



DATE July 7, 2008

PURCHASER COLORADO CALUMET COMPANY INC

PAY FIFTEEN THOUSAND FOUR HUNDRED AND 00/100

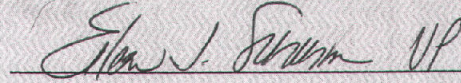
TO THE
ORDER OF

STATE OF UTAH DIVISION OF OIL, GAS, MIN
1594 WEST TEMPLE, SUITE 1210

\$*****15,400.00***

If this check is lost, stolen or destroyed within 90 days of the date it is issued, we will not pay or issue a replacement check without an indemnity bond. After 90 days, we will pay or issue a replacement check upon receipt of a properly executed declaration of loss form.

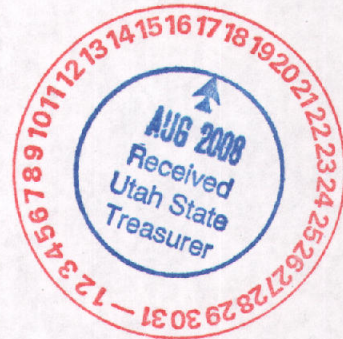
AUTHORIZED SIGNATURE

 UP

CASHIER'S CHECK

COMMENT: FILE NUMBER S7023/0099

S/023/0099





GUARANTY BANK
AND TRUST COMPANY

31 Seventeenth Street
Denver, Colorado 80202
(303) 293-5500

58695

DATE July 7, 2008

PURCHASER COLORADO CALUMET COMPANY INC

PAY FIFTEEN THOUSAND FOUR HUNDRED AND 00/100

TO THE
ORDER OF

STATE OF UTAH DIVISION OF OIL, GAS, MIN
1594 WEST TEMPLE, SUITE 1210

*****15,400.00***

If this check is lost, stolen or destroyed within 90 days of the date it is issued, we will not pay or issue a replacement check without an indemnity bond. After 90 days, we will pay or issue a replacement check upon receipt of a properly executed declaration of loss form.

AUTHORIZED SIGNATURE

Elmer J. Swann VP

CASHIER'S CHECK

COMMENT: FILE NUMBER S/023/0099

ORIGINAL CHECK
ROUTED TO ACCOUNTING

RECEIVED
JUL 10 2008
DIV. OF OIL, GAS & MINING

Cash RECEIPT

Date 7-17-06

MINERALS BOND

Amount \$	
Permit Number	S/023/099
Operator	Colorado Calumet Company Inc
Received by	Jed Pearson
Signature	I confirm the dollar amount of this check is correct <u>JP</u>

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

---00000---

SMALL MINE RECLAMATION CONTRACT

RECEIVED
JUL 10 2008
DIV. OF OIL, GAS & MINING

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between COLORADO CALUMET CO., INC. the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. S/023/0099 which the Operator has filed with the Division and has been determined by the Division to be complete (Complete NOI) as required by the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the lands affected by the mining operations in accordance with the Act and the regulations, and is obligated to provide a surety in a form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the requirements of the Act and applicable regulations, as they may be amended, all of the lands affected by the mining operations conducted or to be conducted pursuant to a Complete Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:
 - A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private on-site ways, roads, railroads; land excavations; drill sites and workings; refuse banks or spoil piles; evaporation or settling

ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and

- B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the Complete NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with a complete notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the Complete NOI.
- 3. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI which are intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
 - 4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
 - 5. If the Surety expressly provides for cancellation or termination for non-renewal:
 - A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or
 - B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or any other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety for the purpose of fully satisfying all of the reclamation

obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.

6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act and regulations, as amended. If the mining operations are modified or for any other reason vary from those described in the Complete Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
7. If reclamation of discrete sections of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the Complete Notice of Intention in accordance with the requirements of the Act and regulations, as amended.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the applicable rules.
9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.
10. Operator agrees to indemnify and hold harmless the State, Board, and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.

12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

The signatory below represents that the Operator, if not a natural person, is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah, and that he/she is authorized to execute this Contract on behalf of the entity as Operator.

OPERATOR:

COLORADO CALUMET CO, INC.
Operator Name

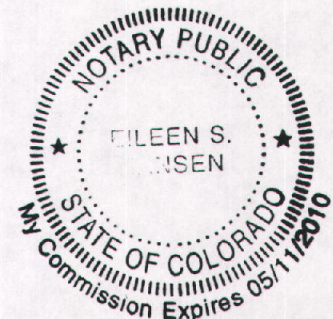
By BRYAN K. LEES
Authorized Officer (Typed or Printed)
PRESIDENT
Authorized Officer - Position

[Signature] 6/30/08
Officer's Signature Date

STATE OF Colorado)
) ss:
COUNTY OF Jefferson)

On the 30th day of June, 20 08, Bryan Lees
personally appeared before me, who being by me duly sworn did say that he/she
is an Owner (owner, officer, director, partner, agent or other
(specify)) of the Operator Colorado Calumet Co, Inc. and duly
acknowledged that said instrument was signed on behalf of said Operator by
authority of its bylaws, a resolution of its board of directors or as may otherwise
be required to execute the same with full authority and to be bound hereby.

Eileen S. Hansen
Notary Public
Residing at 218 S. McIntyre Way
May 11th, 2010
My Commission Expires:



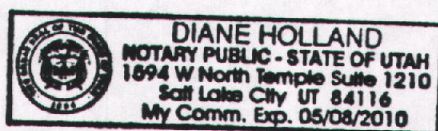
DIVISION OF OIL, GAS AND MINING:

By John R. Baza
John R. Baza, Director

Date 7/23/08

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 23 day of July, 2008, John R. Baza
personally appeared before me, who being duly sworn did say that he, the said
John R. Baza is the Director of the Division of Oil, Gas and Mining,
Department of Natural Resources, State of Utah, and he duly acknowledged to me that
he executed the foregoing document by authority of law on behalf of the State of Utah.



Diane Holland
Notary Public
Residing at: Salt Lake City, Utah

05/08/2010
My Commission Expires:

FACT SHEET

Commodity: Topaz Crystals

Mine Name: Maynard Topaz

Permit Number: 510231099

County: Judith

Disturbed Acres: 3

Operator Name: Colorado Calamint Co Inc

Operator address: P.O. Box 1169 Golden, CO 80402

Operator telephone: 303 915 4645

Operator fax: 303 278 9763

Operator email: graham@collectorsedge.com

Contact: Bryan Lees

Surety Type: Cash

Held by (Bank/BLM): Zions Bank

Surety Amount: \$15400.00

Surety Account Number: N/A

Escalation Year: 2013

Tax ID or Social Security (for cash only): [REDACTED]

Surface owner: FEE title

Mineral owner: FEE title

UTU and/or ML number: ML 50857

G GUARANTY BANK
AND TRUST COMPANY

1331 Seventeenth Street
Denver, Colorado 80202
(303) 293-5500

58695

DATE July 7, 2008

PURCHASER COLORADO CALUMET COMPANY INC

PAY FIFTEEN THOUSAND FOUR HUNDRED AND 00/100

TO THE ORDER OF *STATE OF UTAH DIVISION OF OIL, GAS, MIN*
1594 WEST TEMPLE, SUITE 1210

*****15,400.00***

If this check is lost, stolen or destroyed within 90 days of the date it is issued, we will not pay or issue a replacement check without an indemnity bond. After 90 days, we will pay or issue a replacement check upon receipt of a properly executed declaration of loss form.

AUTHORIZED SIGNATURE

Elmer J. Pearson UP

CASHIER'S CHECK

COMMENT: FILE NUMBER S/023/0099

ORIGINAL CHECK
ROUTED TO ACCOUNTING

RECEIVED
JUL 10 2008
DIV. OF OIL, GAS & MINING

Cash RECEIPT

Date 7-17-06

MINERALS BOND

Amount	
Permit Number	510231099
Operator	Colorado Calumet Company Inc
Received by	Jed Pearson
Signature	I confirm the dollar amount of this check is correct JP



GARY R. HERBERT
Governor

GREGORY S. BELL
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

September 28, 2011

Ann Pedroza
State of Utah, Office of State Treasurer
E315 State Capitol Complex
Post Office Box 142315
Salt Lake City, Utah 84114-2315

Subject: Authorization for Release of Cash Deposit Held by Utah State Treasurer, Maynard Topaz Mine, S/023/0099, Juab County, Utah

Dear Ms. Pedroza:

The Utah State Treasurer is presently holding funds for the benefit of the State of Utah, Division of Oil, Gas and Mining as a form of reclamation surety for the following project:

Permit ID	Mine Name	BOND AMOUNT			OPERATOR Check payable to	Account Number
		Total Amount Held	Release Amount Requested	Amount to be Retained		
S/023/0099	Maynard Topaz	\$15,400	\$11,400	\$4,000	Colorado Calumet Company, Inc.	
Total		\$15,400	\$11,400	\$4,000		

Please note that the total amount to be retained in the account for this project is \$4,000.00.

Please make the check payable to the operator and remit the funds to the Division, attention: Minerals Regulatory Program—Bond Coordinator.

If you have any questions or require further discussion regarding this letter, please contact Penny Berry, bond coordinator, at 801-538-5291, or by e mail at bondcoordinator@utah.gov.

Sincerely,

Dana Dean, P.E.
Associate Director

DD:whw:pb

cc: William Stokes

P:\GROUPS\MINERALS\WP\M023-Juab\S0230099-MaynardTopaz\final\Cashr-4271-09222011.doc



(Task #4271)

Bond Release Findings

August 11, 2011

Mine Name: Maynard Topaz

I.D. No.: S/023/0099

Operator: Colorado Calumet Co. Inc.

Mineral Ownership: SITLA

Surface Ownership: SITLA

Disturbed and Bonded Area: 3 Acres

Acres Requested for Partial Release: 3 Acres

Acres to be Release with this Action: 3 Acres,
partial bond release – 3 year vegetation requirement.

Surety

Total Surety Amount: \$15,400.00

Form: Cash

Amount Requested for Release: \$15,400.00

Amount Recommended for Released: \$11,400.00

Operations:

The Division received an application for bond release on July 27, 2011. According to the 2010 annual report, the site was reclaimed in the late spring of 2010.

Reclamation

General: According to the 2010 annual report, the site was reclaimed in the late spring of 2010. The Operator completed backfilling and regrading. Seeding was done in the late spring of 2010.

Public Safety: There were no shafts or adits at the site. The highwalls have been backfilled and regarded. There are no public safety features on site.

Slopes, Highwalls, and Pits: All highwalls have been reclaimed to slopes of less than 45 degrees.

Plugging of Drill Holes and Closing Adits, Shafts, Etc.: No such structures on site.

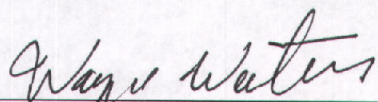
Dams, Impoundments, and Drainages: No dams or impoundments on site. The drainage is controlled by backfilling and grading in addition, vegetation once established should also control erosion

Roads: There were no true roads on the site. Vehicles moved over the pad area as needed. There is a road to the site that is off the permit area and was not reclaimed.

Revegetation. There is little vegetation on the reclaimed area.

Recommendation

The Division should do a partial bond release for the site. The Division should maintain a minimum of \$4,000.00 to ensure vegetation success.

A handwritten signature in cursive script, reading "Wayne Waters", is written over a horizontal line.

Permit Lead

O:\M023-Juab\S0230099-MaynardTopaz\draft\BRFND08112011.doc

Wayne Western - Re: maynard bond release

From: William Stokes
To: Wayne Western
Date: 9/28/2011 8:42 AM
Subject: Re: maynard bond release

Sorry for the delay. SITLA has no objections to the bond release.

>>> Wayne Western 9/22/2011 11:44 AM >>>

Will,

Tom conducted an inspection of the Maynard site and found the metal structure removed. If you concur Please send me an email stating that SITLA concurs with the initial bond release. The current bond is for \$15,400 the site has 3 acres. The standard is to keep \$1,000 for mob/demob and \$1,000 per acre so we would retain \$4,000.

Wayne

RECEIVED E-Mail

SEP 28 2011

Div. of Oil, Gas & Mining

Wayne H. Western
Environmental Scientist III
Phone 801 538-5263
Fax 801 359-3940
waynewestern@utah.gov
Normal work hours MTWTh 7 AM to 6 PM

>>> Tom Munson 9/22/2011 11:28 AM >>>

I went out to Maynards based on Graham Sutton's request from collector's edge. Did not see a grizzly or drag and the veg is awesome. Here are some pics. maybe shoot waynewestern@utah.gov an email granting concurrence on bond release. I don't think you need much reveg. money as in a year it will be good, maybe keep 500-1,000 dollars?

Tom Munson
1594 West North Temple, Suite 1210
Salt Lake City, Utah 84105
801-538-5321
tommunson@utah.gov
Fax 801-359-3940
Normal work hours MTWT 7 AM to 6 PM; off Fridays.
Office hours M-F 8 AM to 5 PM



JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

June 12, 2008

Bryan Lee
P.O. Box 1169
Golden, CO 80402

Subject: Reclamation Surety Required, Colorado Calument Co, Maynard Topaz Mine, S/023/0099, Juab County, Utah

Dear Mr. Lee:

The Division finds your Notice of Intention to Conduct Small Mining for the Maynard Topaz Mine complete. Prior to conducting mining activities the Division must approve the reclamation surety. The reclamation surety is determined to be \$14,100 for the 3-acre project escalated to year 2010 and \$15,400 Escalated to year 2012.

Please submit the reclamation surety and Reclamation Contract within the next 30 days. No mining related disturbance can be created until the surety is received and approved, and you have received written acceptance from this office as well as other applicable agencies.

The reclamation surety can be submitted in one of several forms, including cash, an irrevocable letter of credit, a certificate of deposit, or a surety bond. Please contact Jed Pearson at (801) 538-5382 or e-mail bondcoordinator@utah.gov for assistance in completing this requirement. 801 694 2537

Thank you for your cooperation to help finalize this permitting action. In reply, please refer to file number S/023/0099.

Sincerely,

Susan M. White
Mining Program Coordinator
Minerals Regulatory Program

SMW:lah:pb
Task ID #2326
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